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Attorneys for Richard A. Marshack, Chapter 7 Trustee

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION

In re:

KRISTINA LYNN SMITH,

Debtor.

Chapter 7

Case No. 8:24-bk-12527-SC

**STIPULATION FOR SALE OF REAL
PROPERTY LOCATED AT 27591 KATHY
COURT, LAGUNA NIGUEL, CALIFORNIA
FREE AND CLEAR OF LIENS**

[No Hearing Needed]

Honorable Scott C. Clarkson
Dept. 5C

**TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES BANKRUPTCY
JUDGE, AND ALL INTERESTED PARTIES:**

This Stipulation for Sale of Real Property Located at 27591 Kathy Court, Laguna Niguel, California Free and Clear of Liens (“Stipulation”) is entered into between Richard A. Marshack, the duly appointed Chapter 7 Trustee (“Trustee”) for the bankruptcy estate (“Estate”) of Kristina Lynn Smith (“Debtor”), the Debtor, and Jeffrey Adams Gomez (“Gomez”), Seabreeze Management Company Management Inc., American Express National Bank, Stegmeier, Gelbart, Schwartz And Benavente, LLP, R&S Law Group, APC, White Zuckerman Warsavsky Luna And Hunt, LLP, A

Center For Children And Family Law, Inc. (collectively referred to herein as the “Parties”), upon the following terms and conditions:

I. RECITALS

A. On October 3, 2024, Debtor filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code.

B. Also on October 3, 2024, Richard A. Marshack was appointed Chapter 7 trustee for the Debtor’s bankruptcy estate.

C. Among the property of the Estate is the Debtor’s interest in the residential real property located at 27591 Kathy Court, Laguna Niguel California (“Property”), in which Debtor resides. The Property is a community property asset of this bankruptcy case.

D. On October 21, 2024, the Divorce Court Ordered the sale of the Property. Prior to the bankruptcy petition being filed, the Property had not yet been sold.

E. On her Schedule A, Debtor listed the value of the Property at \$1,924,800, but the Trustee will list the property at \$2,000,000.

F. On her Amended Schedule C filed as Dk. No. 15, Debtor claimed an exemption in the amount of \$699,421. The time to object to exemptions has not yet expired because the meeting of creditors has been continued to October 21, 2025. Because the homestead constitutes undivided community property, Debtor and her former spouse, Gomez, would each be entitled to half of any allowed exemption.

G. According to Schedule D (Dkt. No. 9), and a Preliminary Title Report (“PTR”) the following is a list of known liens against the Property¹:

1. Deed of Trust dated January 27, 2014 in the amount of \$700,000 – Trustor/Grantor: Jeff Gomez - Trustee: Unionbancal Mortgage Corporation – Beneficiary: Union Bank N.A. – Loan No.: 6962417114 – Recording Date: January 29, 2014 – Recording No.: 2014-337516;

i. Substituted Trustee: Quality Loan Service Corp. – Recording Date: June 6, 2024 – Recording No.: 2024-140614; Notice of default: June 27, 2024 -

¹ This is just a list taken from various sources, the Title Report controls as it relates to lien priority.

1 Recording No. 2024-159460; Trustee's sale – November 15, 2024 – Recording
2 Date: September 30, 2024 - Recording No.: 2024-251941.

3 2. Pending Court Action – Plaintiff: Kristina Smith – Defendant: Jeffrey Gomez
4 – County of Orange – Court: Superior Court of California – Case No. 17 D 00-05-90 – Nature of
5 Action: Title affects to real property – Recorded: May 10, 2018; Recording No.: 2018-170624.

6 3. Abstract of Judgment – Amount: \$353,500 – Debtor: Jeffrey Gomez – Creditor:
7 Stegmeier, Gelbart, Schwartz and Benavente, LLP; Date Entered: March 11, 2019 – County: Orange
8 – Court: Superior Court of California – Case No.: 17 D 00-05-90 – Recording Date: April 1, 2019 as
9 instrument no. 2019-102304 – Acknowledgement of Satisfaction of Judgment (Partial) Recording
10 Date: July 22, 2020 instrument no. 2020-352459.

11 4. Family Law Attorney Real Property Lien ("FLARPL") – Amount: \$300,000 –
12 Creditor: Stegmeier, Gelbart, Schwartz and Benavente, LLP

13 5. Abstract of Judgment – Amount: \$3,373.56 – Debtor: Jeffrey Gomez –
14 Creditor: American Express National Bank, successor by Merger to American Express Bank, FSB;
15 Date: August 13, 2021; County: Orange; Court: Superior Court of California; Case No. 30-2020-
16 01125756-CL-CL-CJC; Recording Date: September 9, 2021; Recording No.: 2021-564588.

17 6. Abstract of Judgment – Amount: \$3,373.56 – Debtor: Jeffrey Gomez –
18 Creditor: American Express National Bank, successor by Merger to American Express Bank, FSB;
19 Date: August 13, 2021; County: Orange; Court: Superior Court of California; Case No. 30-2020-
20 01125756-CL-CL-CJC; Recording Date: September 9, 2021; Recording No.: 2021-564869.

21 7. Abstract of Judgment – Amount: \$73,681.88; Debtor: Jeffrey Gomez –
22 Creditor: The Neshanian Law Firm², Inc. – Date Entered: July 8, 2021; County: Orange – Court:
23 Superior Court of California – Case No.: 30-2021-01191914-CU-PA-CJC – Recording Date: February
24 8, 2022; Recording No.: 2022-52681.

25 i. Proof of Claim # 2-1 - \$98,229.59.

26

27

28 ² The Neshanian Law Firm, through Eric Neshanian, refuses to sign this stipulation; but the lien is still of record
and is thus included in this list.

1 8. Abstract of Judgment – Amount: \$131,143.94 – Debtor: Jeffrey Gomez –
2 Creditor: R&S Law Group, APC – Date Entered: March 14, 2023 – County: Orange – Court: Superior
3 Court of California – Case No.: 30-2022-01280774-CU-Co-CJC – Recording Date: March 31, 2023 –
4 Recording No.: 2023-74125.

5 i. Proof of Claim #8-1 - \$158,172.71.

6 9. Abstract of Judgment – Amount: \$77,396.19 – Debtor: Kristina Smith –
7 Creditor: White Zuckerman Warsawsky Luna and Hunt, LLP – Date Entered: June 14, 2023 – County
8 June 14, 2023; County: Los Angeles – Court: Superior Court of California – Case No.: 23VECV00570
9 – Recording Date: June 30, 2023 – Recording No.: 2023-157395.

10 i. Proof of Claim #10-1 - \$77,396.19.

11 H. In addition, the Trustee is aware of the following claims asserted against the Property:

12 1. Seabreeze Management Company Inc. - \$3,222

13 2. Collection Order re: Attorney’s Fees in the amount of \$45,878.66 owed to A Center for
14 Children and Family Law, Inc.; issued by the Superior Court of the State of California
15 for the County of Orange; Dated: November 5, 2024; Case No.: 17D000590.

16 i. The Collection Order notes that a total of \$8,475 has already been paid,
17 leaving a balance of \$39,582.66 as of the date of the Collection Order.

18 I. Trustee has employed Clarence Yoshikane as his real estate agent (“Agent”) to market
19 and sell the Property.

20 J. The sale of the Property is necessary because, in Trustee’s judgment, the Property is at
21 risk of diminishing in value, which will jeopardize a meaningful distribution to creditors.

22 K. The Parties have entered into this Stipulation to provide for the sale of the Property free
23 and clear of the liens identified above.

24 **II. STIPULATION**

25 **NOW THEREFORE** the Parties stipulate and agree to the following terms, subject to
26 Bankruptcy Court approval:

27 1. The first priority lienholder, identified in paragraph F(1), will be paid through escrow
28 as part of any sale.

1 2. The lienholders identified in paragraphs F(2) – (9), and paragraph G, except for The
2 Neshanian Law Firm, consent to the sale of the Property free and clear of their respective liens or
3 interests, with their liens or interests attaching to the proceeds of the sale in the same validity, extent
4 and priority as the lien or interest had under applicable law.

5 3. The lienholders identified in paragraphs F(2) – (9), and all other signatories to this
6 stipulation, except for The Neshanian Law Firm, agree to subordinate payment of their liens or
7 interests to the costs of the sale (including commissions and maintenance), payment of all applicable
8 taxes, and allowed administrative claims (collectively, “Administrative Costs”). Under 11 U.S.C.
9 § 510(c)(2), the liens securing the amounts necessary to pay the Administrative Costs are transferred
10 to the estate. In other words, the Administrative Costs will be secured by liens and the lienholders will
11 retain the balance of their liens and the full amount of their claims.

12 4. One half of the \$699,421 homestead (i.e. \$349,710.50) is claimed by Gomez. Trustee
13 will receive such funds from escrow upon closing and hold them pending further court order. Debtor
14 agrees to reduce and limit her \$349,710.50 half of the homestead exemption to \$25,000 which she will
15 receive directly from escrow upon closing to facilitate her relocation. The Debtor agrees to waive any
16 remaining homestead exemption with respect to all amounts necessary to pay all administrative fees
17 and costs and timely filed unsecured claims, other than the claim of Gomez. The Trustee shall make
18 distributions to such creditors only pursuant to further court order. Except as otherwise set forth in this
19 paragraph, the Debtor reserves the right to claim a further homestead exemption in any remaining sales
20 proceeds. The Trustee likewise retains the right to file an objection to any such further claimed
21 exemption.

22 5. As to Gomez, the Trustee will hold his half of the homestead exemption, subject to the
23 liens identified in paragraph F above which will attach with the same validity, priority, and extent, and
24 the Trustee will only distribute such funds pursuant to further court order.

25 6. Debtor’s counsel will also receive fees of \$7,000 for assisting the Estate with
26 facilitating the Debtor’s move-out from the Property, and sale of the Property. Such funds shall be
27 considered Administrative Costs for purposes of this Stipulation.

1 7. As set forth in a concurrent Stipulation between the Debtor, the Trustee and Mr.
2 Gomez, Gomez is authorized to incur necessary costs of repair and maintenance on the Property,
3 subject to Trustee's prior written approval, not to exceed a total of \$15,000, with such authorized
4 expenses to be reimbursed from proceeds of the sale of the Property as part of the Administrative
5 Costs.

6 8. Nothing in this Stipulation shall require one spouse's one-half share of the net proceeds
7 after payment of Administrative Costs to pay any post-separation claim owed solely by the other
8 spouse whether such claim is secured or unsecured. For clarity, homestead funds that are otherwise
9 attributable to one spouse, shall not be used to pay the other spouse's debts or liens.

10 9. To the extent that funds remain after payment of the obligations set forth above, the
11 remaining funds shall be held by Trustee and disbursed only pursuant to further order of this Court.

12 **IT IS SO STIPULATED.**

13
14 Dated: 9/8/25, 2025



Richard A. Marshack,
Chapter 7 Trustee for the Bankruptcy
Estate of Kristina Lynn Smith

15
16
17 Dated: _____, 2025

Kristina Lynn Smith, Debtor

18
19
20
21 Dated: _____, 2025

Jeffrey Adams Gomez, Creditor

22
23
24 Dated: _____, 2025

Law Office of Tina M. Talbot

25
26 By: _____
Tina M. Talbot, Esq., Counsel for
R&S Law Group, APC, Creditor

27 **SIGNATURES CONTINUE ON NEXT PAGE**

7. As set forth in a concurrent Stipulation between the Debtor, the Trustee and Mr. Gomez, Gomez is authorized to incur necessary costs of repair and maintenance on the Property, subject to Trustee's prior written approval, not to exceed a total of \$15,000, with such authorized expenses to be reimbursed from proceeds of the sale of the Property as part of the Administrative Costs.

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9. To the extent that funds remain after payment of the obligations set forth above, the remaining funds shall be held by Trustee and disbursed only pursuant to further order of this Court.

IT IS SO STIPULATED.

Dated: _____, 2025

Richard A. Marshack,
Chapter 7 Trustee for the Bankruptcy
Estate of Kristina Lynn Smith

Dated: September 15, 2025


Kristina Lynn Smith, Debtor

Dated: _____, 2025

Jeffrey Adams Gomez, Creditor

Dated: _____, 2025

Law Office of Tina M. Talbot

By: _____
Tina M. Talbot, Esq., Counsel for
R&S Law Group, APC, Creditor

SIGNATURES CONTINUE ON NEXT PAGE

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IT IS SO STIPULATED.

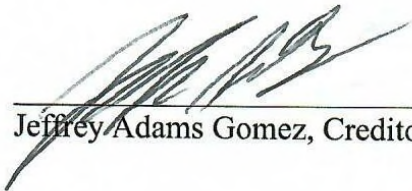
Dated: _____, 2025

Richard A. Marshack,
Chapter 7 Trustee for the Bankruptcy
Estate of Kristina Lynn Smith

Dated: _____, 2025

Kristina Lynn Smith, Debtor

Dated: 9-8, 2025


Jeffrey Adams Gomez, Creditor

Dated: _____, 2025

Law Office of Tina M. Talbot

By: _____
Tina M. Talbot, Esq., Counsel for
R&S Law Group, APC, Creditor

SIGNATURES CONTINUE ON NEXT PAGE

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2 Gomez, Gomez is authorized to incur necessary costs of repair and maintenance on the Property,
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4 expenses to be reimbursed from proceeds of the sale of the Property as part of the Administrative
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8 spouse whether such claim is secured or unsecured. For clarity, homestead funds that are otherwise
9 attributable to one spouse, shall not be used to pay the other spouse's debts or liens.

10 9. To the extent that funds remain after payment of the obligations set forth above, the
11 remaining funds shall be held by Trustee and disbursed only pursuant to further order of this Court.

12 **IT IS SO STIPULATED.**

13
14 Dated: _____, 2025

Richard A. Marshack,
Chapter 7 Trustee for the Bankruptcy
Estate of Kristina Lynn Smith

15
16
17 Dated: _____, 2025


Kristina Lynn Smith, Debtor

18
19
20 Dated: _____, 2025

Jeffrey Adams Gomez, Creditor

21
22
23 Dated: 9-9 _____, 2025

Law Office of Tina M. Talbot

24
25 By:  _____
26 Tina M. Talbot, Esq., Counsel for
27 R&S Law Group, APC, Creditor
28

SIGNATURES CONTINUE ON NEXT PAGE

1 Dated: Sept 4, 2025

Law Office of Howard Goodman

2 By: Howard Goodman
3 Howard Goodman, Esq., Counsel for
4 White Zuckerman Warsawsky Luna &
Hunt LLP, Creditor

5 Dated: _____, 2025

A Center For Children and Family Law,
Inc.

6
7
8 By: Tracy Willis, Esq.

9 Its: _____

10
11 Dated: _____, 2025

12 Stegmeier, Gelbart, Schwartz and
13 Benavente, LLP, Creditor on ¶¶ F(3) and
14 F(4)

15 By: Saul Gelbart, Esq.

16 Its: _____

17 Dated: _____, 2025

Becket & Lee, LLP

N/A - Filed UCC 3

18 By: Termination Statement

19 Sandra Curtin, Esq.

Counsel for American Express

20 National Bank, Creditor on ¶¶ F(5) &
21 F(6)

22 Dated: _____, 2025

Seabreeze Management Company Inc.

23
24
25 By: Isaiah Henry

26 Its: Chief Executive Officer

27
28 SIGNATURES CONTINUE ON NEXT PAGE

1 Dated: _____, 2025

Law Office of Howard Goodman

2

By: _____

3

Howard Goodman, Esq., Counsel for
White Zuckerman Warsavsky Luna &
Hunt LLP, Creditor

4

5 Dated: September 16, 2025

A Center For Children and Family Law,
Inc.

6



7

By: Tracy Willis, Esq.

8

Its: TW

9

10

11 Dated: _____, 2025

Stegmeier, Gelbart, Schwartz and
Benavente, LLP, Creditor on ¶¶F(3) and
F(4)

12

13

14

15

By: Saul Gelbart, Esq.

Its: _____

16

17

Dated: _____, 2025

Becket & Lee, LLP

18

19

By: _____

20

Sandra Curtin, Esq.
Counsel for American Express
National Bank, Creditor on ¶¶F(5) &
F(6)

21

22

Dated: _____, 2025

Seabreeze Management Company Inc.

23

24

25

By: Isaiah Henry

Its: Chief Executive Officer

26

27

28

SIGNATURES CONTINUE ON NEXT PAGE

1 Dated: _____, 2025

Law Office of Howard Goodman

2 By: _____
3 Howard Goodman, Esq., Counsel for
4 White Zuckerman Warsawsky Luna &
5 Hunt LLP, Creditor


6 Dated: _____, 2025

A Center For Children and Family Law,
Inc.

7
8 By: Tracy Willis, Esq.
9 Its: _____

10
11 Dated: 09-18, 2025

Stegmeier, Gelbart, Schwartz and
Benavente, LLP, Creditor on ¶¶F(3) and
F(4)

13 
14
15 By: Saul Gelbart, Esq.
16 Its: MANAGING PARTNER

17 Dated: _____, 2025

Becket & Lee, LLP

18 By: _____
19 Sandra Curtin, Esq.
20 Counsel for American Express
21 National Bank, Creditor on ¶¶F(5) &
22 F(6)

23 Dated: _____, 2025

Seabreeze Management Company Inc.

24
25 By: Isaiah Henry
26 Its: Chief Executive Officer

27
28 SIGNATURES CONTINUE ON NEXT PAGE

1 Dated: _____, 2025

Law Office of Howard Goodman

2 By: _____
3 Howard Goodman, Esq., Counsel for
4 White Zuckerman Warsavsky Luna &
Hunt LLP, Creditor

5 Dated: _____, 2025

A Center For Children and Family Law,
Inc.

8 By: Tracy Willis, Esq.
9 Its: _____

11 Dated: _____, 2025

Stegmeier, Gelbart, Schwartz and
Benavente, LLP, Creditor on ¶¶F(3) and
F(4)

15 By: Saul Gelbart, Esq.
16 Its: _____

17 Dated: _____, 2025

Becket & Lee, LLP

18 By: _____
19 Sandra Curtin, Esq.
20 Counsel for American Express
21 National Bank, Creditor on ¶¶F(5) &
F(6)

22 Dated: 9-18-_____, 2025

San Joaquin Hills Community Association
Seabreeze Management Company Inc.

23  Signed by: 
24 _____
25

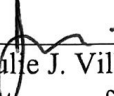
25 By: Israh Henry Michael Hartleib
26 Its: Chief Executive Officer
27 President, Board of Directors
28

SIGNATURES CONTINUE ON NEXT PAGE

Approved As To Substance and Form:

Dated: Sept. 15, 2025

Oaktree Law

By: 
Julie J. Villalobos
Attorneys for Kristina Lynn Smith,
Debtor

Dated: _____, 2025

Nexus Bankruptcy

By: _____
Benjamin Heston
Attorney for Jeffrey Adams Gomez,
Creditor

Dated: September 3, 2025

Dinsmore & Shohl LLP

By: /s/ Yosina Lissebeck
Yosina Lissebeck
Attorneys for Richard A. Marshack,
Chapter 7 Trustee


Approved As To Substance and Form:

Dated: _____, 2025

Oaktree Law

By: _____
Julie J. Villalobos
Attorneys for Kristina Lynn Smith,
Debtor

Dated: September 22, 2025

Nexus Bankruptcy
By: 
Benjamin Heston
Attorney for Jeffrey Adams Gomez,
Creditor

Dated: September 3, 2025

Dinsmore & Shohl LLP
By: /s/ Yosina Lissebeck
Yosina Lissebeck
Attorneys for Richard A. Marshack,
Chapter 7 Trustee

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 655 W. Broadway, Suite 800, San Diego, California 92101

A true and correct copy of the foregoing document entitled **STIPULATION FOR SALE OF REAL PROPERTY LOCATED AT 27591 KATHY COURT, LAGUNA NIGUEL, CALIFORNIA FREE AND CLEAR OF LIENS**

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On September 26, 2025, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On September 26, 2025, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

JUDGE'S COPY - VIA FEDEX

The Honorable Scott C. Clarkson
United States Bankruptcy Court
Central District of California
Ronald Reagan Federal Building and Courthouse
411 West Fourth Street, Suite 5130 / Courtroom 5C
Santa Ana, CA 92701-4593

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on September 26, 2025, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

September 26, 2025
Date

Caron Burke
Printed Name

/s/ Caron Burke
Signature

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):**

David Coats on behalf of Creditor Wells Fargo Bank, N.A.
dacoats@raslg.com

Benjamin Heston on behalf of Creditor Jeffrey Adams Gomez
bhestonecf@gmail.com, benheston@recap.email, NexusBankruptcy@jubileebk.net

Richard G. Heston on behalf of Creditor Richard G Heston
rheston@hestonlaw.com,
yflores@hestonlaw.com, docs@hestonlaw.com, HestonRR41032@notify.bestcase.com, hestonlaw@recap.email

Yosina M Lissebeck on behalf of Trustee Richard A Marshack (TR)
Yosina.Lissebeck@Dinsmore.com, caron.burke@dinsmore.com; ayrton.celentino@dinsmore.com

Richard A Marshack (TR)
pkraus@marshackhays.com, ecf.alert+Marshack@titlexi.com

Jacob Newsum-Bothamley on behalf of Trustee Richard A Marshack (TR)
jacob.bothamley@dinsmore.com, bonnie.connolly@dinsmore.com

Matthew J Stockl on behalf of Trustee Richard A Marshack (TR)
mstockl@otterbourg.com, katrice.ortiz@dinsmore.com

United States Trustee (SA)
ustpreion16.sa.ecf@usdoj.gov

Julie J Villalobos on behalf of Debtor Kristina Lynn Smith
julie@oaktreelaw.com,
oakecfmail@gmail.com; villalobosjr51108@notify.bestcase.com; gus@oaktreelaw.com

Jennifer C Wong on behalf of Interested Party Courtesy NEF
bknotice@mccarthyholthus.com, jwong@ecf.courtdrive.com